

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

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2-364A003

December 29, 1992

RECORDATION NO. 13390-C FILED 1425-
DEC 29 1992 - 9 45 AM
INTERSTATE COMMERCE COMMISSION

Recordation No. 13390-C

Dear Mr. Strickland:

On behalf of General Electric Capital Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment and Assumption Agreement ("Assignment").

The parties to the enclosed Assignment are:

Xerox Credit Corporation - ASSIGNOR
Successor by merger to Xerox Equity, Inc.
100 First Stamford Place
Stamford, Connecticut 06904

General Electric Capital Corporation - ASSIGNEE
44 Old Ridgebury Road
Danbury, Connecticut 06810-5105

The said Assignment does several things. It assigns all right, title and interest of Xerox Credit Corporation as Lessor in that certain Railroad Equipment Lease Agreement ("Lease") dated as of December 21, 1981 and recorded with the Interstate Commerce Commission on December 30, 1981 under Recordation No. 13390, to General Electric Capital Corporation, it identifies by identification number the equipment covered in the Lease and it terminates fully that related Reconstruction Agreement as amended under Recordation No. 13390-A and 13390-B, respectively. The Assignment should be recorded under Recordation No. 13390 under the next available letter which we believe is -C.

Handwritten signature: C. Donelan

The units of equipment covered by the instant Assignment are those one hundred (100) boxcars as identified in Schedule I thereto.

A short summary of the Assignment to appear in the ICC Index is as follows:

“100 boxcars, BAR 8900-8999 in Lease as assigned; full termination of Reconstruction Agreement as amended under Recordation Nos. 13390-A and 13390-B.”

Please also index in the “Vendee” Index Book (“white pages”) the Assignment (saying, “See Recordation No. 13390-C”) under the name of the Assignee therein; namely under: General Electric Capital Corporation.

Enclosed is a check in the amount of sixteen dollars (\$16.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the document not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for General Electric Capital Corporation for the purpose of this filing.

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures
8332-020

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

12/29/92

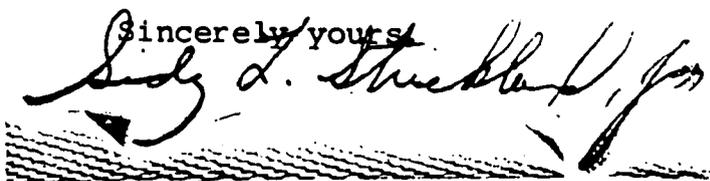
OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Donelan, Cleary Wood & Maser
1275 K St. N.W. Suite 850
Washington, D.C. 20005-4078

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/29/92 at 9:45am, and assigned re-
recording number(s). 13390-C

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

ASSIGNMENT AND ASSUMPTION AGREEMENT

DEC 29 1992 - 9:45 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") entered into by and between XEROX CREDIT CORPORATION, a Delaware corporation, successor by merger to Xerox Equity, Inc. ("Assignor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York Corporation ("Assignee"), is dated the 29th day of December, 1992.

WHEREAS, by a Railroad Equipment Lease Agreement dated as of December 21, 1981 between Xerox Equity, Inc., predecessor by merger to Assignor, as lessor, and Bangor and Aroostock Railcar Company, as lessee ("Lessee"), which has been recorded with the Interstate Commerce Commission (the "ICC"), as shown on the attached Schedule 1 (and all related and ancillary documents, guaranties and agreements collectively the "Lease"), Lessor agreed to lease and Lessee agreed to take on lease certain equipment described on the attached Schedule 1 (the "Equipment"), on the terms and subject to the conditions contained therein;

WHEREAS, pursuant to the Assignment Agreement dated as of December 29, 1992, between Assignor, as seller, and Assignee, as purchaser, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to the Equipment and its rights, interests, duties, obligations and liabilities as lessor in, to and under the Lease; and

WHEREAS, Assignee desires to accept the assignment of all of Assignor's rights, title and interest in and to the Equipment and its rights, interests, duties, obligations and liabilities as lessor under the Lease as if the Assignee had executed the Lease, effective from and after the date hereof.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Equipment Description. The Lease is hereby amended to add as a description of the equipment subject thereto, the Equipment described on Schedule 1 hereto.
2. Reconstruction Agreement. The parties hereto acknowledge that the reconstruction provided for in that certain Reconstruction Agreement dated as of December 21, 1981, as amended by Amendment to Schedule A to Reconstruction Agreement dated September 14, 1983, between Xerox Equity, Inc. and Lessee has been completed and the parties agree that such Agreement is terminated.
3. Assignment of Lessor's Interest. Effective on the date hereof, Assignor hereby assigns, transfers and conveys to the Assignee (i) all of Assignor's rights, title and interest in and to the Equipment, and (ii) all of Assignor's rights, interests, duties, obligations and liabilities as Lessor in, to and under the Lease, except for Assignor's rights to indemnity payments from Lessee and to proceeds from public liability insurance with respect to the period while Assignor was Lessor.

4. Assumption of Lessor's Interest. Assignee hereby accepts the assignment contained in Section I and assumes all of the duties, obligations and liabilities of Assignor as Lessor in, to and under the Lease, effective from and after the date hereof to the same extent as if the Assignee had executed the Lease. Assignee hereby agrees to be bound by the terms and provisions of the Lease and accepts all of Assignor's rights, interests, duties, obligations and liabilities as Lessor thereunder, effective from and after the date hereof.

5. References to Lessor. Each and every reference in the Lease to "Lessor" shall be deemed to refer to Assignee.

6. Governing Law. This Assignment is being delivered in the State of New York. This Assignment shall in all respects to be governed by, and construed in accordance with, the internal substantive laws of the State of New York, including all matters of construction, validity or interpretation of this Assignment.

7. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

8. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9. Power of Attorney. In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee, all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to Assignee's interest in any of the property acquired by Assignee; and to do all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

XEROX CREDIT CORPORATION

By: 

Name: LAWRENCE J. SMIRCICH

Title: VICE PRESIDENT

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Name: _____

Title: _____

Bangor and Aroostock Railroad Company has executed this Agreement solely to acknowledge its agreement to the provisions of paragraphs 1 and 2 above.

BANGOR AND AROOSTOCK RAILROAD COMPANY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

XEROX CREDIT CORPORATION

By: _____

Name: _____

Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: *[Signature]*

Name: John Stewart

Title: Region Credit Manager

Bangor and Aroostock Railroad Company has executed this Agreement solely to acknowledge its agreement to the provisions of paragraphs 1 and 2 above.

BANGOR AND AROOSTOOK RAILROAD COMPANY

By: *[Signature]*

Name: RONALD L. CONDON

Title: VICE PRESIDENT + TREASURER

CORPORATE FORM OF ACKNOWLEDGEMENT
PURSUANT TO 49 CFR SECTION 1177.33

State of CONNECTICUT
County of FAIRFIELD ss:

On this 23 day of December, 1992, before me personally appeared Lawrence J. Smirich, to me personally known, who being by me duly sworn, say that (s)he is the VICE-PRESIDENT of Xerox Credit Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Leticia A. Uiso
Signature of Notary Public

(Seal)

My Commission Expires: May 31, 1996

CORPORATE FORM OF ACKNOWLEDGEMENT
PURSUANT TO 49 CFR SECTION 1177.33

State of CT
County of Fairfield ss:

On this 23rd day of December, 1992, before me personally appeared John Stewart, to me personally known, who being by me duly sworn, say that (s)he is the Region Credit Manager of General Electric Capital Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Cynthia Lee Feher
Signature of Notary Public
CYNTHIA LEE FEHER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1995

My Commission Expires: _____

SCHEDULE 1

1. Equipment:

100 50-foot 70-ton XM Boxcars bearing marks and numbers BAR
8900-8999 (inclusive)

2. Conveyances:

<u>Document</u>	<u>Recorded</u>	<u>Recordation No.</u>
Railroad Equipment Lease Agreement	12/30/81	13390
Reconstruction Agreement	12/30/81	13390-A
Amendment to Schedule A to Reconstruction Agreement	9/14/83	13390-B